

10/19/67

PB-B67/10-5

C-1018

100049.

## MISCELLANEOUS LEASE

THIS LEASE made this 18th day of October 1967, by Childress Royalty Company and Acme Land Company, as Lessor, whether one or more, to Cities Service Gas Company, a corporation having principal office at Oklahoma City, Oklahoma, as Lessee.

### WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of One Dollar and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and of the herein contained covenants and agreements to be kept and performed, respectively, by Lessor and Lessee, Lessor hereby leases and lets unto Lessee and its successors and assigns, for any lawful purpose or use in connection with its business of purchasing, transporting and selling natural gas, the following described tract of land in Jasper County,

State of Missouri, to-wit: A tract near the NE corner of the NW, NW beginning at the intersection of South Eighty-eighth road and East line of the NW, Section 33, Township 28N, Range 32W thence South 23 feet, thence West 23 feet, thence North 23 feet, thence East to point of beginning.

This lease shall run for a term of ~~ten~~ years from the date hereof, herein called "Primary (month or year) Term" and ~~shall~~ ~~renew~~ ~~for~~ ~~each~~ ~~successive~~ ~~year~~ ~~by~~ ~~written~~ ~~agreement~~ ~~between~~ ~~lessor~~ ~~and~~ ~~lessee~~ ~~for~~ ~~an~~ ~~additional~~ ~~term~~ ~~not~~ ~~exceeding~~ ~~one~~ ~~year~~ ~~and~~ ~~not~~ ~~less~~ ~~than~~ ~~one~~ ~~year~~ ~~from~~ ~~the~~ ~~date~~ ~~of~~ ~~the~~ ~~last~~ ~~payment~~ ~~under~~ ~~this~~ ~~lease~~.

Lessee shall be held to have assumed and accepted with and option for each repeated option by the use of said land for any bona fide purpose on the commencement of any such repeated extension of said Primary Term, and no other or additional act by Lessor or Lessee shall be necessary or required to so extend and continue the validity of this lease, including each repeated option.

On or before \_\_\_\_\_ (date) and thereafter, Lessee shall make payment herein called "periodic payment" or similar payment to Lessor as follows: \_\_\_\_\_ for the \_\_\_\_\_ period or \_\_\_\_\_ month(s) for which land and improvements are leased, equal and shall continue as the duration of any and all renewals possible by Lessor under this lease, regardless of changes in either the ownership of said land or changes in the purpose for which said property under this lease is to be used, the sum of \_\_\_\_\_.

Dollars \_\_\_\_\_ to Lessor to make payment or series of pay periods per annum while said land is occupied by Lessee and payment of this sum, but Lessor shall make each periodic payment within every 180-day time interval after payment made to Lessor. It is agreed that the consideration hereinbefore recited, together with each herein provided periodic payment, shall operate, cover, and be held to be full consideration and compensation to Lessor for all privileges, rights, and each option granted Lessor under this lease.

It is agreed that Lessee shall have the right to terminate this lease at any time by giving 30 days notice in writing to Lessor of its intention to terminate this lease.

The Lessor shall have the right to assign this lease or to sublease said premises, in whole or in part. Lessee shall have the right to remove all property placed by it upon said premises at any time and within a reasonable time after the termination of this lease.

Lessee shall have the right of ingress and egress at all times during the operation of this lease, and at the expiration thereof, Lessor shall turn the premises over to Lessor in as good condition as when received, reasonable wear and tear, damage by strong elements, fire, acts of God, or other casualty excepted.

Lessor warrants that Lessor is the owner of the land above described and warrants to Lessee its complete title and quiet possession hereunder and Lessor's right and authority to grant this lease.

The signatures of this lease shall be binding upon the heirs, personal representatives, successors and assigns of the parties.

Said lease delivered the day and year first hereinabove written.

ATTEST:

CHILDRASS ROYALTY CO. LTD.  
Acme Land Company Paul Childress  
Dale Childress T. S. Childress  
10/19/67 10/25/67



SUPERFUND RECORDS

40116157

CR114

#### **OKLAHOMA-KANSAS FORM**

1994-95 COUNTRY

— 19 —

to me personally, and to others who are interested in the cause, who extend the within and foregoing insurance and other services to me, I do hereby declare my intent to make this gift free and voluntary set and dedicated and confirmed in the name of the Lord Jesus Christ.

#### My confirmed belief

Nancy Park

156

STATE OF MISSOURI }  
|  
COUNTY OF JACKSON }  
|  
CORPORATE FORM

Be it remembered that on this 18th day of October, 1962, before me, the undersigned, a Notary Public, duly commissioned in and for the county and state aforesaid, came Paul Colleide, President of California Royalty Company and Acme Land Company both corporations personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for and in behalf of said corporation for the uses and purposes therein set forth.

THEOREF, I have directed my hand and official seal on the day and year last above.

April 15, 1970. *... e.g.,* *...* *...* *...*

Digitized by srujanika@gmail.com

STATE OF TEXAS  
COUNTY OF LAMPASAS

SS. TEXAS FORM - INDIVIDUAL

Notary Public in and for  
County, Tex., on this day personally appeared,

I know to be to be the person whose signature is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purpose and considerations therein expressed; and the said Elizabeth, having been examined by me privily and apart from her husband, and having the said instrument by me fully explained to her, she acknowledged the same to be her act and deed and declared that she had willingly signed the same for the purposes and considerations therin expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND and of effect this 21st day of January A.D. 19

## My calculation explained

Navy Public

## STATE OF MISSOURI

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared \_\_\_\_\_, known to me to be the person so described in and who executed the foregoing instrument acknowledged that he executed the same in his presence.

ALL CITIES SERVICE GAS CO.  
LAND AND LEASE DEPT.

My commission expires  
NATIONAL BUILDING  
(SEAL) OCTOBER 1, 1941